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To: Commissioner for Patents  
United States Patent & Trademark Office

Telephone:  
Fax: (571) 273-8300

**MESSAGE****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant(s): Brady R. Dow

Atty. Docket No.: 75851-313561

Serial No.: 10/091,652

Examiner:

Filing Date: March 5, 2002

Group Art Unit:

Confirmation No.:

Title: SYSTEMS AND METHODS FOR MAINTAINING CONSISTENCY IN INTERPERSONAL  
COMMUNICATIONS RELATED TO MARKETING OPERATIONS

**CERTIFICATE OF TRANSMISSION BY FACSIMILE (37 CFR 1.8)**

I hereby certify that the following documents are being facsimile transmitted to the United States Patent and Trademark Office Fax No. (571) 273-8300 on August 9, 2005:

1. Power of Attorney and Correspondence Address Indication Form

Alicia R. Espinoza

(Typed or Printed Name of Person Signing Certificate)

DNVR1-60290790 01

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## PATENT AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the 27<sup>th</sup> day of September 2004 by and between KomBea Corporation ("Assignee"), a company incorporated in the State of Delaware, and KomBia LLC ("Assignor"), a Utah limited liability company.

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated September 27<sup>th</sup> 2004, pursuant to which Assignee agrees to assign to Assignor its title, rights and interest in and to the patent and patent applications described in Schedule 1;

WHEREAS, Assignor and Assignee wish to document by formal assignment to Assignee of Assignor's title, interest and rights in and to the patent and patent applications.

Assignor and Assignee therefore agree as follows.

1. "Assigned Patents" shall mean the issued U.S. patents and patent applications listed on Schedule 1, including, but not limited to, (i) all know-how, trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including processes, methods, formulas and techniques related to the foregoing, any and all written, unpatented technical or scientific information developed or acquired by Assignor, including notebooks, research data, research memoranda, computer software (including source code), computer records, developer's notes, consultant reports, research reports from third parties, abandoned patent applications, invention disclosures, patentability reports and searches, patent and literature references, and the like developed or acquired before the date hereof related to such patents and patent applications, (ii) any and all copyrights, copyright registrations and copyrightable subject matter owned or controlled by Assignor related to such patents and patent applications; and (iii) any trademarks related to such patents or patent applications.

2. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of the right, title and interest in (i) the inventions disclosed in any patent or application listed on Schedule 1, (ii) the Assigned Patents, (iii) any U.S. or foreign Letters Patent which may issue from any application listed on Schedule 1, and (iv) all divisions, continuations, reissues, re-examinations and extensions of the patents and applications listed on Schedule 1. Assignor further acknowledges that included in this assignment is the right to bring suit to enforce any of the Assigned Patents against activities which occurred before the date of this Agreement.

3. Assignor agrees to execute upon the request of Assignee any assignment paper or other document reasonably necessary to evidence the assignment of the rights hereunder to Assignee, and agrees to cooperate with Assignee in all other matters relating to the assignment of these rights to Assignee.

4. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, excluding any choice of law rules which direct the application of the laws of another jurisdiction.

5. This Agreement, together with the Asset Purchase Agreement, constitutes the sole understanding of the parties with respect to the transactions provided herein and supersedes and merges herein any previous agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by KomBea Corporation and KomBia LLC on

Sept 27, 2004.

KomBea Corporation.

By: 

Name: Arthur F. Coombs III  
Title: President & CEO

KomBia, LLC

By: 

Name: Brady Dow  
Title: Managing Partner

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Initials: 

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Schedule 1

Application Number

Date

Provisional Patent Application 60/317,199

09/04/2001

Patent Application 10/091,652

03/05/2002

Patent Application 10/091,651

03/05/2002

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